THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

WRIT PETITION NO.26991 OF 1995

DATED:23.11.2006

BETWEEN:

B.Anandam

… Petitioner.

And

The Chairman cum Presiding Officer,
Addl.Industrial Tribunal-cum-Addl.Labour Court,
Hyderabad

And another

… Respondents.

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

WRIT PETITION NO.26991 OF 1995

ORDER:

The petitioner raised industrial dispute by way of I.D.No.38 of 1994 before the Additional Industrial Tribunal-cum-Additional Labour Court (for short 'the Tribunal'). The grievance of the petitioner before the Tribunal was that he was discharged from the second respondent company and that therefore, the discharge constitutes illegal termination entitling the petitioner for reinstatement with all monetary benefits. The second respondent management has contested the I.D., and it has maintained that the original company by name Sahney Steel and Press Works Limited declared lockout in October 1986 due to financial problems. The workers filed the case under the Payment of Wages Act before the authority. The Management filed a writ petition against the order passed by the authority. An industrial dispute being I.D.No.88 of 1986 was filed questioning the validity of the lockout before the Tribunal. The management approached the Board for Industrial and Financial Reconstruction (BIFR) for framing the scheme and the BIFR registered the case as case No.263 of 1987. Before the BIFR a settlement was reached (Ex.M2) on 23.8.1988 under Section 18(1) of the Industrial Disputes Act. Under para-1 of the said settlement, 150 workers shown in Annexure-I to the settlement shall resign their jobs and go out of the factory to lesson the financial burden

of the company and the said settlement was signed by three representatives of the Company and 12 office bearers of the union. Subsequent to the said settlement, the petitioner's signatures were taken on Ex.M1(a). The second respondent therefore, contended before the first respondent Tribunal that the petitioner, having agreed for resigning, is not entitled to raise an industrial dispute. It was also contended that whether the petitioner agreed for the said resignation or not, in view of the fact that the only workers union representing all the workers having arrived at a settlement, the said settlement is binding on all the workmen under Section 18(1) of the Industrial Disputes Act.

The Tribunal having considered the rival contentions rejected the case of the petitioners holding that there was a valid settlement between the workers union and the Management of the second respondent, which is binding on the petitioner. It has also disbelieved the case of the petitioner that he has not signed on Ex.M.1(a) and that his signature was taken on a blank paper.

The learned counsel for the petitioner reiterated the contentions raised by the petitioner before the Tribunal, before this Court as well. The Tribunal having considered the evidence on record arrived at the aforementioned findings. The findings of fact cannot be re-appreciated by the High Court exercising its jurisdiction under Article 226 of the Constitution of India. The learned counsel for the petitioner is unable to demonstrate that the findings recorded by the Tribunal are either perverse or they suffer from any error patent on record. I do not therefore see any reason to interfere with the well considered award passed by the Tribunal.

Accordingly, the writ petition is dismissed. No order as to costs.

23.11.2006.

mdaa.